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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VIOLETA G. AGUILAR, individually
and on behalf of other persons similarly
situated,

Plaintiff,

v.

PLS FINANCIAL SERVICES, INC.;
PLS CHECK CASHERS OF
CALIFORNIA, INC.; PAYDAY LOAN
STORE OF CALIFORNIA, INC.; AND
DOES 1 THROUGH 10,

Defendants.

Case No. **CV 10-0415 ODW (FMOx)**

**FLSA COLLECTIVE ACTION AND
CALIFORNIA CLASS ACTION**

JUDGMENT

Date: August 21, 2012
Time: 1:30 p.m.
Crtrm: 11
Judge: Hon. Otis D. Wright

1 This matter came on for hearing upon the Court's Order of March 15, 2012
2 following Plaintiffs' motion for preliminary approval of the settlement in this action
3 ("Preliminary Approval Order"). Due and adequate notice having been given to the
4 Settlement Class (as defined below), and the Court having considered all papers filed
5 and proceedings had herein and all oral and written comments received regarding the
6 proposed settlement, and having reviewed the record in the above captioned matter,
7 and good cause appearing,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

9 1. The Court has jurisdiction over the subject matter of the above-captioned
10 matter, the Class Representative, as defined below, Defendants PLS Financial
11 Services, Inc.; PLS Check Cashiers of California, Inc.; and Payday Loan Store of
12 California, Inc. ("Defendants") and all members of the settlement classes, which
13 consist of "all hourly paid employees employed by the PLS Check Cashers of
14 California, Inc. and Payday Loan Store of California, Inc. in California who were
15 paid "bonuses" and overtime pay during the period January 20, 2006 through the date
16 that Notice is mailed to the Class" and all hourly paid employees employed by PLS
17 Check Cashers of California, Inc. and Payday Loan Store of California, Inc. in the
18 United States who were paid "bonuses" and overtime during the period February 22,
19 2007 through the date Notice is mailed to the Class." (collectively "Settlement Class"
20 or "Settlement Class Members").

21 2. The term Settlement Agreement shall refer to the Class Action
22 Settlement Agreement and Stipulation filed by the Class Representative in this case in
23 connection with their application for preliminary approval of this matter, and all
24 terms herein shall have the same meaning as terms defined in the Settlement
25 Agreement, unless specifically provided herein.

26 3. The Court grants final approval of the parties' Settlement Agreement.

27 4. The Court finds that the distribution by first-class mail of the Class
28 Notice constituted the best notice practicable under the circumstances to all persons

1 within the definition of the Settlement Class and fully met the requirements of due
2 process under the United States Constitution and applicable state law. Based on
3 evidence and other material submitted in conjunction with the Final Settlement
4 Approval Hearing, the actual notice to the Settlement Class was adequate. These
5 papers informed class members of the terms of the Settlement, their right to claim a
6 share of the settlement proceeds, their right to object to the Settlement or to elect not
7 to participate in the Settlement and pursue their own remedies, and their right to
8 appear in person or by counsel at the Final Settlement Approval Hearing and be heard
9 regarding approval of the Settlement. Adequate periods of time were provided by
10 each of these procedures. Zero Settlement Class Members objected to the Settlement
11 Agreement and zero individuals opted out of the Settlement.

12 5. The Court approves the settlement of the above-captioned action, and
13 each of the releases and other terms set forth in the Settlement Agreement, as fair,
14 just, reasonable and adequate as to the Settlement Class, the Class Representative,
15 and Amtrak (collectively "Settling Parties"). The Settling Parties and the Settlement
16 Administrator are directed to perform in accordance with the terms set forth in the
17 Settlement Agreement.

18 6. Except as to the zero persons who have validly and timely requested
19 exclusion from the Class, all of the claims asserted in the above-captioned matter
20 are dismissed with prejudice as to the Class Representative and the Settlement Class
21 Members. The Settling Parties are to bear their own attorneys' fees and costs,
22 except as otherwise provided in the Stipulation.

23 7. By this Judgment, the Class Representative, and each Settlement Class
24 Member who has not validly and timely requested exclusion from the Settlement by
25 opting out, shall be deemed to have, as of the date of entry of this final order and
26 judgment, pursuant to this shall be deemed to have fully, finally, and forever released,
27 settled, compromised, relinquished and discharged any and all of the Released Parties of
28 and from any and all claims, causes of action, damages, wages, benefits, expenses,

1 penalties, debts, liabilities, demands, obligations, attorneys' fees, costs, and any other
2 form of relief or remedy in law, equity, or whatever kind or nature, whether known or
3 unknown, suspected or unsuspected, arising from (1) the Action and any Claims arising
4 out of or are reasonably related to the facts alleged in the Action, including claims
5 related to the facts alleged in the Action under the California Labor Code §§ 201, 202,
6 203, 226, 510, 1194, Industrial Welfare Commission Wage Orders and the Fair Labor
7 Standards Act, the California Business and Professions Code §§17200, claims for
8 restitution and other equitable relief, liquidated damages, punitive damages, waiting time
9 penalties, penalties of any nature whatsoever, other compensation or benefits and (2) any
10 wage and hour violations, whether premised on statute, contract, tort or other theory of
11 liability under state, federal or local law, arising out of or reasonably statements, acts, or
12 omissions in law or in equity, asserted or that could have been reasonably asserted from
13 the facts alleged in the Action by any Class Member against the Releasees between
14 January 20, 2006 through June 21, 2012 (the "Settled Claims"). The release by Named
15 Plaintiff and all Plaintiff Class Members will also include a waiver of any rights they
16 otherwise may have under California Civil Code Section 1542 regarding unknown and
17 unsuspected claims relating to the Settled Claims as identified in the Settlement
18 Agreement.

19 8. In addition, the Class Representative agrees to release the Released
20 Parties from any and all claims, obligations, causes of action, actions, demands,
21 rights, and liabilities of every kind, nature and description, whether known or
22 unknown, whether anticipated or unanticipated, arising on or before the date the
23 Settlement was executed with the exception of any claims which cannot be released
24 as a matter of law. ("Class Representatives' Released Claims").

25 9. The action is dismissed on the merits and with prejudice, permanently
26 barring the Class Representative and all other Settlement Class Members (other than
27 those who timely exclude themselves from the settlement) from prosecuting any of
28

1 the Released Claims, or the Class Representative from prosecuting any of the
2 Released Claims or Class Representative's Released Claims.

3 10. The Court finds that the plan of allocation set forth in the Settlement
4 Agreement is fair and reasonable and that distribution of the Settlement Fund to
5 Claimants shall be done in accordance with the terms outlined in the Class Notice
6 and Settlement Agreement.

7 11. The Court hereby orders the appointment of Violeta G. Aguilar as Class
8 Representative for the Settlement Class.

9 12. The Court hereby orders the appointment of Dennis F. Moss; Ira Spiro of
10 Spiro Moore LLP; and Joseph Lavi of Lavi & Ebrahimian LLP as Class Counsel for
11 the Settlement Class for purposes of Settlement and the releases and other obligations
12 therein.

13 13. Defendants have agreed to pay from the Gross Settlement Amount: (i)
14 Class Counsel their reasonable attorneys' fees in this matter as well as certain
15 allowable costs in this matter; (ii) the Settlement Administrator its reasonable fees for
16 its services; (iii) an enhancement to the Class Representative to reimburse her for her
17 unique services; (iv) Claimants who filed valid claims; and (v) any payroll taxes,
18 including the employer's portion of such payroll taxes. The Court finds that these
19 payments are fair and reasonable. Accordingly, the Court hereby awards to Class
20 Counsel for attorneys' fees \$57,750 and for costs \$2,211. The Court also hereby
21 approves the payment of settlement administration costs in the amount of \$8,000 to
22 Simpluris, Inc., the Settlement Administrator for services rendered in this matter.

23 14. The enhancement award to the Class Representatives in the amount of
24 \$4,500 is approved to reimburse the Class Representative for her services in
25 initiating, maintaining, and assisting counsel in this litigation.

26 15. The Settlement Administrator is directed to make the foregoing
27 payments to Claimants who filed valid claims, Class Counsel, the Settlement
28 Administrator, and the Class Representative in accordance with the terms of the

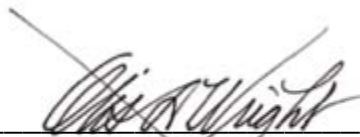
1 Settlement Agreement. Defendants shall not be required to make any additional
2 payments in connection with the Settlement, other than the payment of its share of
3 payroll taxes as provided for in the Settlement Agreement.

4 16. This matter is hereby dismissed with prejudice. The Court reserves and
5 retains exclusive and continuing jurisdiction over the above captioned matter, the
6 Class Representative, the Settlement Class, and Defendants for the purposes of
7 supervising the implementation, effectuation, enforcement, construction,
8 administration and interpretation of the Settlement Agreement and this Judgment.

9 17. This document shall constitute a judgment for purposes of Rule 58 of the
10 Federal Rules of Civil Procedure.

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12 IT IS SO ORDERED.

13 DATED: August 8, 2012

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15 Hon. Otis D. Wright, II
16 United States District Judge
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